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8 Attorneys for Defendant
9 MILGARD MANUFACTURING INCORPORATED

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 JOHN FOUTS, an individual,
13 Plaintiff,
14 v.
15 MILGARD MANUFACTURING
16 INCORPORATED, a Washington
17 corporation, and DOES 1-25, inclusive,
18 Defendants.

CASE NO.: C 11-06269 HRL

**DECLARATION OF DYLAN B.
CARP IN SUPPORT OF
DEFENDANT MILGARD
MANUFACTURING
INCORPORATED'S MOTION TO
COMPEL ARBITRATION**

Complaint Filed: July 29, 2011

19 I, Dylan B. Carp, declare that:

20 1. I am an attorney at Jackson Lewis LLP, counsel for Defendant Milgard Manufacturing,
21 Inc. ("Milgard"). I make this declaration in support of Milgard's Motion to Compel Arbitration. The
22 facts set forth herein are true of my own personal knowledge and, if called and sworn as a witness, I
23 could and would competently testify thereto.

24 2. On May 7, 2010 counsel for Plaintiff John Fouts sent a demand letter to Milgard asserting
25 claims for disability discrimination and failure to accommodate his alleged disability, among others.

26 3. On July 22, 2010 Milgard's counsel sent a responsive letter demanding Plaintiff
27 comply with the Agreement.
28

1 4. On August 3, 2010, Plaintiff demanded mediation “[p]ursuant to the Dispute
2 Resolution Policy...of disputes between the company and [Plaintiff] as set forth in detail in my
3 correspondence dated May 7, 2010.” A true and correct copy of the letter is attached to this
4 declaration as Exhibit A.

5 5. On December 14, 2010, the parties mediated Fouts’ claims asserted in his demand
6 letter. The parties agreed to use a mediator unaffiliated with AAA. Milgard paid for all of the
7 expenses and fees for the mediator. The parties failed to resolve the dispute at mediation.

8 6. On January 13, 2012, Milgard through counsel requested Plaintiff to dismiss this
9 action in favor of binding arbitration. However, Plaintiff refused to do so.

10 I declare under penalty of perjury under the laws of the United States of America that the above
11 is true and correct.

12 Dated: February 14, 2012



Dylan B. Carp

13 4837-7776-3086, v. 1
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EXHIBIT A



Reply to:

Rhonda D. Shelton, Esq.
E-mail: rshelton@sblp.com

August 3, 2010

Mia Farber
Jackson Lewis
725 South Figueroa Street, Ste. 2500
Los Angeles, CA 90017

Re: Fouts v. Milgard
Our File No.: 20411.001

Dear Ms. Farber:

Pursuant to the Dispute Resolution Policy with which you provided me under cover dated July 22, 2010, please allow this correspondence to serve as a request for mediation of disputes between the company and John and Carol Fouts as set forth in detail in my correspondence dated May 7, 2010.

I look forward to your prompt response.

Very truly yours,

SHAPIRO BUCHMAN PROVINE LLP

Rhonda D. Shelton

RDS;rs

cc: Clients